

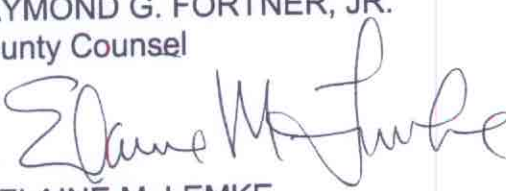
ANALYSIS

This ordinance approves an amendment to a development agreement which has been recommended by the Regional Planning Commission. Section 65868 of the Government Code and Section 22.16.450 of the Los Angeles County Code authorize the County to amend a previously approved development agreement by mutual consent of the parties or their successors in interest.

The amendment will reflect separation of a five-acre residential site from the Business Park covered by the original development agreement and eliminates conditions no longer feasible or relevant due to the separation of the residential site. The separation of the properties will allow for development on the residential site of needed housing in the County. The expiration date for the amended development agreement will remain December 5, 2005.

RAYMOND G. FORTNER, JR.
County Counsel

By


ELAINE M. LEMKE
Principal Deputy County Counsel
Public Works Division

EML:di

ORDINANCE NO. _____

An ordinance approving an amendment to a development agreement pursuant to section 65868 of the Government Code and Section 22.16.450 of the Los Angeles County Code.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. The Board of Supervisors hereby approves the Amendment to Development Agreement No. 87-060-(2), a copy of which is attached hereto.

SECOND AMENDMENT
TO DEVELOPMENT AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES,
ECONOMIC DEVELOPMENT CORPORATION OF LOS ANGELES COUNTY /
DEL AIR TITLE HOLDING CORPORATION,
GRE PACIFIC LP
AND
DIAGNOSTIC PRODUCTS CORPORATION

THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT is executed this ____ day of _____, 2005, by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (the "County"), DEL AIRE TITLE HOLDING CORPORATION, a Delaware non-profit corporation and the ECONOMIC DEVELOPMENT CORPORATION OF LOS ANGELES COUNTY, a California non-profit organization (collectively "EDC"), GRE PACIFIC LP, a Delaware limited partnership ("Greenlaw"), and DIAGNOSTIC PRODUCTS CORPORATION, a California corporation ("Diagnostic Products"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code.

I. RECITALS

A. The County, EDC and OMA Del Aire Properties, a California general partnership ("OMA"), entered into that certain Development Agreement dated February 12, 1988 (the "Development Agreement"), which was recorded on February 17, 1988 as Instrument Number 88-215139. The Development Agreement contemplated development of an approximately thirty (30) acre business park in the Southwestern portion of Los Angeles County, within the Del Aire neighborhood, as defined in Section 1.01 of the Development Agreement (the "Property").

B. The County, EDC, and OMA amended the Development Agreement to extend the term thereof, as set forth in the First Amendment to Development Agreement dated July 8, 1993 (the "First Amendment"), which was recorded on July 8, 1993 as Instrument Number 93-1310216.

C. OMA no longer owns any portion of the Property and has assigned all of its rights and responsibilities under the Development Agreement and the First Amendment to the current owners of the Property, which are the County, EDC, Greenlaw and Diagnostic Products (collectively, the "Parties").

D. EDC owns the "Phase IV Land," which is described in Exhibit "A" attached hereto and is proposed to be developed for residential uses. EDC owns no other interest in the Property besides the Phase IV Land.

E. As of the date of this Second Amendment To Development Agreement ("Second Amendment"), seven hundred and one thousand (701,000) square feet of business park

uses have been developed at the Property pursuant to the Development Agreement and the First Amendment.

F. The Parties now wish to cancel the Development Agreement to the extent it applies to the Phase IV Land. The Parties further wish to retain the right to develop an additional one hundred thousand (100,000) square feet of development within Parcels 1 and 2 of Parcel Map 18568, which are owned by Diagnostic Products, and to amend other portions of the Development Agreement as set forth herein.

G. The County has determined that a subsequent environmental review was appropriate to assess the environmental impacts of the proposed residential development and other revisions contained in the Second Amendment. Accordingly, a Supplemental Environmental Impact Report (State Clearinghouse Number 2004011108) has been adopted in conjunction with the approval of this Second Amendment.

H. In order to effectuate the foregoing, the Parties desire to enter into this Second Amendment.

II. AGREEMENT AMENDMENTS

NOW, THEREFORE, the Parties hereto do hereby agree as follows:

1. Pursuant to Section 65868 of the California Government Code, the Development Agreement is hereby cancelled as to the Phase IV Land and no longer governs development of that portion of the Property.

2. Section 1.01 The Site is amended in its entirety to read:

“The Site for development of the Project is located in the Southwestern portion of Los Angeles County, within the Del Aire neighborhood, near the intersection of the San Diego (Interstate 405) Freeway and the Century (Interstate 105) Freeway. Specifically, the Site is bounded by the Century Freeway right-of-way to the North, La Cienega Boulevard and proposed residential uses to the East, Isis Avenue to the West, and to the South and Southwest by an existing single-family residential neighborhood (the “Del Aire Neighborhood”) and a variety of local streets. The Site consists of approximately twenty-four (24) acres, the legal description for which is attached to the Second Amendment To Development Agreement as Exhibit “B” and incorporated herein by this reference.”

3. Section 1.02 The Developer is amended in its entirety to read:

“The County of Los Angeles, GRE Pacific LP and Diagnostic Products Corporation each are the “Developer” of the portion or portions of the Site in which such Developer has an ownership interest. Obligations and common areas shared by more than one Party shall be addressed in an agreement between the Parties and the Permittee of Conditional Use Permit 03-139 affecting the Phase IV Land amending and restating that certain Amended

and Restated Declaration of Protective Covenants dated April 11, 1997 and recorded in the official records of Los Angeles County as document number 97-646658.”

4. Section 1.05 The Owner is amended in its entirety to read:

“The County of Los Angeles, GRE Pacific LP and Diagnostic Products Corporation each are the “Owner” of the portion or portions of the Site in which such Owner has an ownership interest. Obligations and common areas shared by more than one Party shall be addressed in an agreement between the Parties and the Permittee of Conditional Use Permit 03-139 amending and restating that certain Amended and Restated Declaration of Protective Covenants dated April 11, 1997 and recorded in the official records of Los Angeles County as document number 97-646658.”

5. Section 3.00 Lease of Site is deleted in its entirety.

6. Section 4.01 Scope of Development is amended in its entirety to read:

The project shall include commercial, courthouse, research and development uses and ancillary retail and public improvements developed on the Site. The Project will be built in multiple phases, beginning on the northwesterly quarter of the Site.

7. Section 4.03 Landscaping is amended in its entirety to read:

The landscaping plan and plans for Phase One and the Wall, which are attached hereto as Exhibits 7A and 7B, are incorporated herein by this reference. The landscaping is hereby approved by the County and Developer shall install landscaping on the Site in conformity with said plan.

The landscaping plan specifies approximate locations and sizes for pedestrian walkways, public plazas, rest areas, water amenities, ground cover, trees, shrubs, and other vegetation. The parties realize that the actual development may require changes to this landscaping plan, and County hereby consents to any changes to the landscaping plan which meet or exceed the landscaping plan. At least 2% of that portion of the Site devoted to surface parking shall be landscaped. Existing landscaped areas shall not be removed or relocated without prior approval by the Department of Regional Planning.

As relates to the Wall described in paragraph 4.09 below, the landscaping shall include ground cover, shrubbery and vines on the parkway side of the Wall and staggered groupings of trees located one tree for each 25 feet (on center) having an average 36-inch box size and a height of at least 14 feet. With respect to the Wall (see paragraph 4.05.05(c) below), the building masses shall be screened by staggered groupings of trees, separated by 25 feet (on center), specimen size, having minimum height of 20 feet.

The perimeter wall and street-side landscaping shall be completed as part of phase 1. Developer shall maintain in good condition all of the landscaping installed on the Site and along the Wall, at Developer’s expense.

8. Section 4.05.01 Permitted Uses is amended in its entirety to read:

“The buildings constructed on the Property may be used for the following purposes:

- (a) Offices for business and professional services;
- (b) Restaurants and cafés, including cocktail lounges;
- (c) Banks and similar financial institutions;
- (d) Post offices;
- (e) Barber and beauty shops, confectionaries, travel agencies, dry cleaning agencies, stationers and other retail establishments directed for use primarily by persons working on the Site;
- (f) Medical, dental and optical facilities;
- (g) Food products dispensing machines;
- (h) Private clubs;
- (i) Hotels (provided, however, Developer shall obtain such zoning approvals as shall be required to permit hotel usage);
- (j) Electronics manufacturing, including without limitation the manufacture of:
 - (1) Electrical and related parts;
 - (2) Small electrical appliances;
 - (3) Electrical devices;
 - (4) Motors;
 - (5) Radios, televisions, and phonographs; and
 - (6) Printed circuits, including plating shops, etching, and photography
- (k) Instrument manufacturing, including without limitation the manufacture of the following instruments:
 - (1) Electronic;
 - (2) Medical; and
 - (3) Precision
- (l) Manufacturing and fabrication of small office and related machinery;
- (m) Research and development laboratories and facilities, including without limitation the following laboratories and facilities:
 - (1) Chemical
 - (2) Dental-Medical;
 - (3) Optical;
 - (4) Mechanical;
 - (5) Electrical;
 - (6) Electronic;
 - (7) Physical;
 - (8) Environmental tests, including vibration analysis and cryogenics; and
 - (9) Aerospace and defense
- (n) Research, development and manufacturing of aircraft or spacecraft and associated aerospace systems and components, including without limitations, the following uses which must be incidental to the research, development and manufacturing functions permitted in the existing ordinances for “MPD” zones.

- (o) Experimental laboratories, motion picture laboratories and testing laboratories;
- (p) Court buildings with appurtenant offices and facilities; and
- (q) Other uses commonly found in office, research, development and industrial business parks similar to the project."

9. Section 4.05.03 Maximum Floor Area is amended in its entirety to read:

"Maximum floor area of the Project shall not exceed eight hundred one thousand (801,000) square feet of "floor area," defined in Existing Ordinances," including one hundred thousand (100,000) square feet of floor area that is not currently developed but may be developed within Parcels 1 and 2 of Parcel Map 18568, which are owned by Diagnostic Products Corporation."

10. Section 4.05.04 Maximum Floor Area Ratio is amended in its entirety to read:

"As specified in paragraph 4.13.03, the Site is subdivided into eight (8) separate parcels. The Floor Area Ratio (FAR) for each parcel shall not exceed 4.5:1, and the average FAR for the entire Site shall not exceed 1.2:1."

11. Section 4.05.08 Recreational Facilities is amended in its entirety to read:

"Developer shall provide for outdoor picnic and other passive recreational uses (including area for card playing, checkers, chess playing, etc.) in all phases of the Project."

12. Section 4.06 Buildout; Phasing is amended in its entirety to read:

"As of the date of this Second Amendment, seven hundred and one thousand (701,000) square feet of business park uses have been developed at the Property in several phases pursuant to the Development Agreement and the First Amendment. An additional one hundred thousand (100,000) square feet of floor area may be developed within Parcels 1 and 2 of Parcel Map 18568 by the Owner of such parcels."

13. Section 4.07 Day Care Center is deleted in its entirety.

14. Section 4.10 Signage is amended in its entirety to read:

"Developer shall install or cause to be installed up to two (2) monument signs at the intersection of Pacific Concourse Drive and La Cienega Boulevard and at each of the other entrances to the Site, up to two (2) monument signs on each of the parcels created pursuant to Parcel Map 18568 and up to two (2) wall signs at the top of each building constructed on the Site, such wall signs to be designed as an integral part of the architecture. Logos are preferred but names are permitted. All other signage shall conform to Existing Ordinances."

15. Section 11.00 Notices is amended in its entirety to read:

“To County:
Chief Administrative Officer
County of Los Angeles
Hall of Administration
500 Temple Street, Room 713
Los Angeles, California 90012

To Diagnostic Products Corporation:
5210 Pacific Concourse Drive
Los Angeles, CA 90045
Attention: Chris Goss

To GRE Pacific LP:
c/o Greenlaw Partners, LLC
4425 Jamboree Road, Suite 280
Newport Beach, CA 92660”

16. Exhibit 1 to the Development Agreement, the legal description of the Site, is replaced with Exhibit “B” hereto and incorporated herein by this reference.

17. Except as specifically amended herein, the terms of the Development Agreement shall remain in full force and effect.

18. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

19. Upon execution of this Second Amendment, County shall promptly arrange for its recordation as provided in California Government Code Sections 65868 and 65868.5 and County Ordinance No. 82-0173 (County Code Section 22.16.410).

IN WITNESS WHEREOF, this Second Amendment to Development Agreement
has been executed by the parties hereto as of the day and year first above written.

Date: _____

COUNTY OF LOS ANGELES

By: _____

Title: _____

ATTEST:

Executive Officer-Clerk
of the Board of Supervisors
of the County of Los Angeles

Deputy

Date: 6-28, 2005

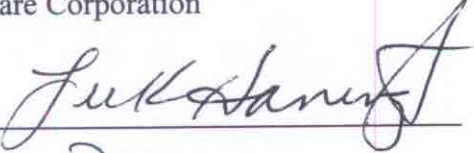
ECONOMIC DEVELOPMENT CORPORATION
OF THE COUNTY OF LOS ANGELES
A California Corporation

By: 

Title: PRES/CEO

Date: 6-28, 2005

DEL AIRE TITLE HOLDING CORPORATION
A Delaware Corporation

By: 

Title: PRESIDENT

[Signatures continued on next page]

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On June 28, 2005, before me, E.A. BALLADA JR., a
Notary Public personally appeared LEE K. HARRINGTON, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same
in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

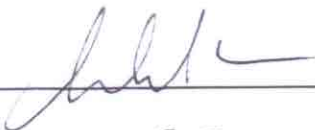
Signature

E.A. Ballada Jr.



Date: 6-29, 2005

DIAGNOSTIC PRODUCTS CORPORATION
A California Corporation

By: 

Title: CEO

Date: _____, 2005

GRE PACIFIC LP
A Delaware Limited Partnership

By: _____

Title: _____

APPROVED AS TO FORM:

County Counsel

By: _____

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 6/29/05, before me, Kunthea Soy, a
Notary Public personally appeared Michael Zising, personally known to me (or
proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is are
subscribed to the within instrument and acknowledged to me that he she/they executed the same
in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument
the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Kunthea Soy



Date: _____, 2005

DIAGNOSTIC PRODUCTS CORPORATION
A California Corporation

By: _____

Title: _____

Date: June 28, 2005

GRE PACIFIC LP

A Delaware Limited Partnership

By: Greenlaw Partners, LLC
a California limited liability company

Its: Agent

By: W. W. Lee

Title: _____

APPROVED AS TO FORM:

County Counsel

By: Edmund M. Gumbel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

SS.

On June 28, 2005, before me, Patricia Sharkey, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

David Miller

Name(s) of Signer(s)

☒ personally known to me

☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Place Notary Seal Above.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Second Amendment to Development Agreement

Document Date: June 2005 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Exhibit "A"
LEGAL DESCRIPTION
Phase IV Lands

Parcel 1 and Parcel 2 of that certain Certificate of Compliance for Lot Line Adjustment No. 102-090 in the unincorporated territory of the County of Los Angeles, State of California, Recorded July 11, 2003 as Document No. 03-1990786 of Official Records in the Office of the County Recorder of said County.

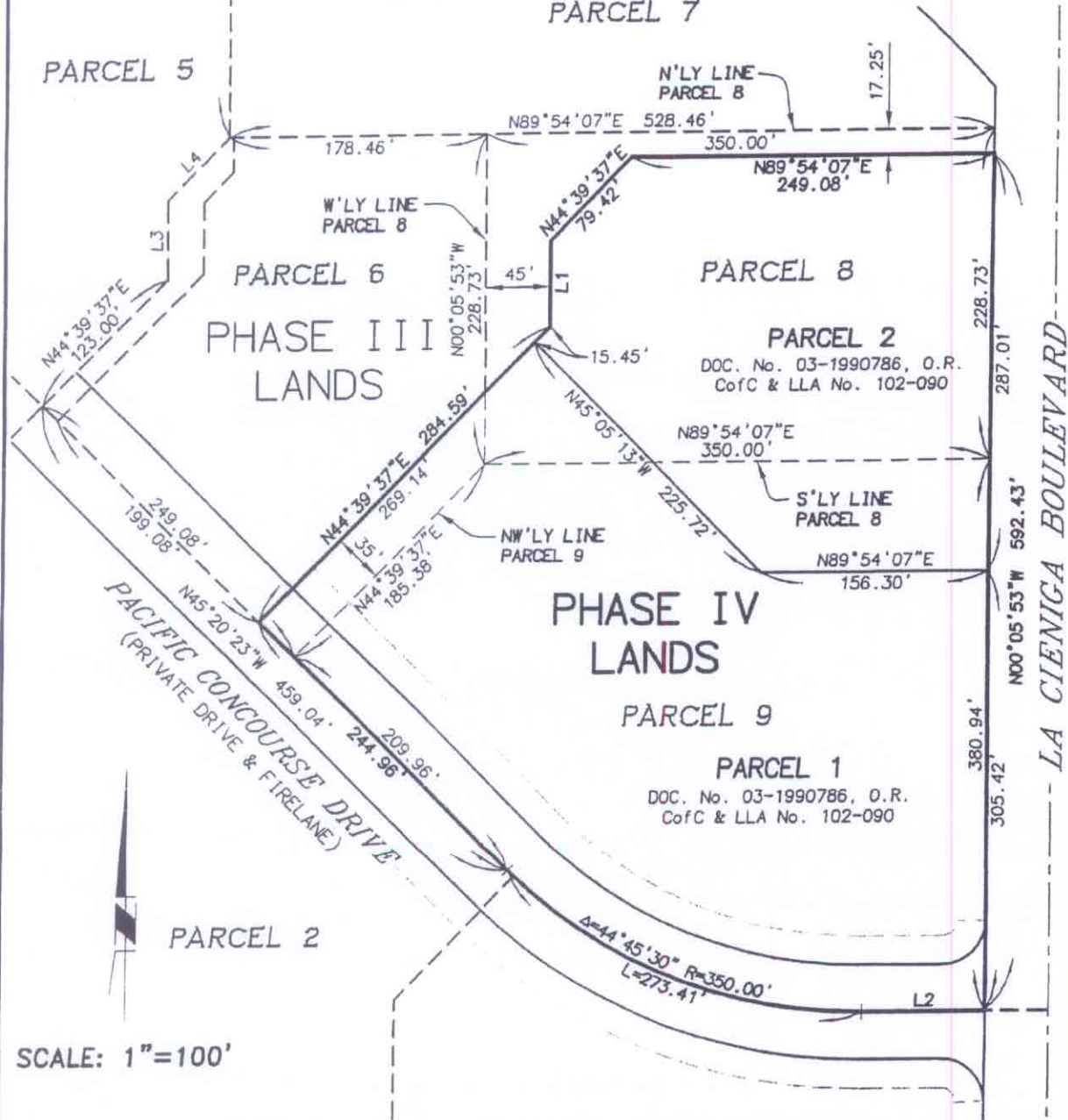
EXHIBIT 'A'

PHASE IV LANDS

PARCEL MAP No. 18568
213/76

PARCEL 7

LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N00°05'53"W	60.00'
L2	N89°54'07"E	85.00'
L3	N00°03'27"W	55.00'
L4	N44°39'37"E	60.06'



RBF
CONSULTING

PLANNING ■ DESIGN ■ CONSTRUCTION

4880 SANTA ROSA ROAD, SUITE 170
CAMARILLO, CALIFORNIA 93012-5190
805.383.3373 • FAX 805.383.3371 • www.RBF.com

DRAWN BY: CRT
DATE: 1/03/2004
SCALE: 1"=100'
CLIENT: TCR
JOB No: 30-100493
FILE: 493EX012.dwg

SHT 1 OF 1

EXHIBIT "B"
LEGAL DESCRIPTION

PACIFIC CONCOURSE BUSINESS PARK

ALL of Parcels 1, 2, 3, 4, 5, 6, 7 and 8 of Parcel Map No. 18568, in the City of Los Angeles, County of Los Angeles, State of California, as per Map Filed in Book 213 Pages 76 to 85 inclusive of Parcel Maps, in the Office of the County Recorder of said County.

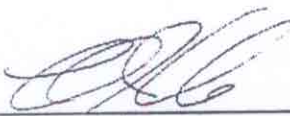
EXCEPT that portion of said Parcel 6, lying southeasterly of a line parallel to and distant 35.00 feet northwest, measured at right angles from the southeasterly line of said Parcel 6, said parallel line shall be extended to intersect with the east line of said Parcel 6, said parallel line may be further described as bearing North 44°39'37"East, a distance of 220.68 feet.

ALSO EXCEPT that portion of said Parcel 8, lying southerly and southeasterly of a line described as beginning at the intersection of the west line of said Parcel 8, with a line parallel to and distant 35.00 feet northwest, measured at right angles from the southeasterly line of Parcel 6 of said Parcel Map No. 18568; thence along said parallel line North 44°39'37"East 63.91 feet to the intersection with a line parallel to and distant 45.00 feet east, measured at right angles, from the west line of said Parcel 8; thence along said last parallel line North 00°05'53"West 60.00 feet to the intersection with a line having a bearing parallel with the southeasterly line of said parcel 6; thence along said last parallel line North 44°39'37"East 79.42 feet to the intersection with a line parallel to and distant 17.25 feet south, measured at right angles from the north line of said Parcel 8; thence along said last parallel line North 89°54'07"East 249.08 feet to the east line of said Parcel 8.

CONTAINING: 24.25 Acres, more or less.

SUBJECT TO: All covenants, Rights, Rights-of-Way and Easements of record.



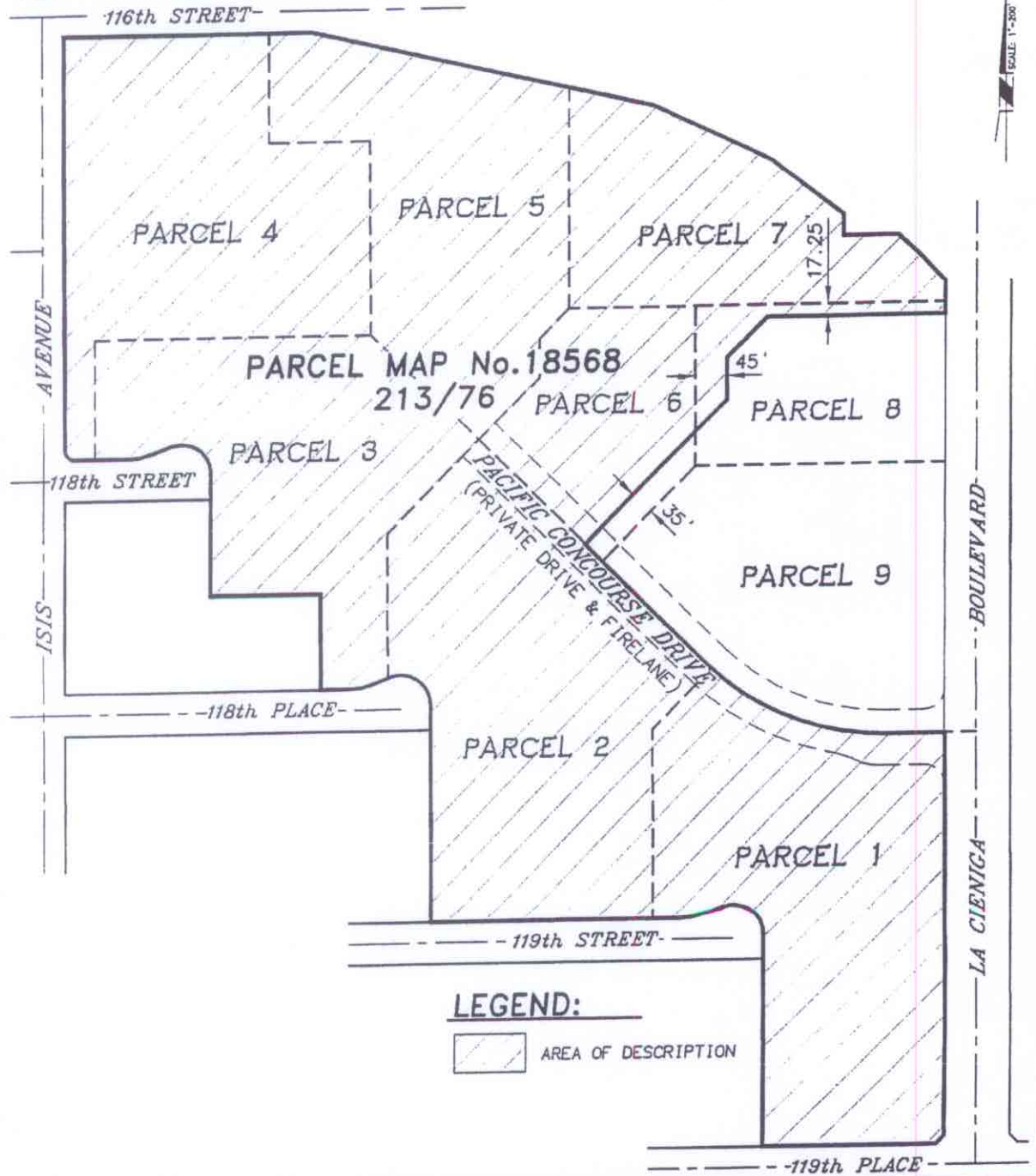

Matthew J. Vernon
PLS 7553, Exp. 12/31/05

2/8/2005
Date

493#x019.doc

EXHIBIT 'B'

PLAT TO ACCOMPANY LEGAL DESCRIPTION



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PLANNING ■ DESIGN ■ CONSTRUCTION

4880 SANTA ROSA ROAD, SUITE 170
CAMARILLO, CALIFORNIA 93012-5190
805.383.3373 • FAX 805.383.3371 • www.RBF.com

DRAWN BY: MJV
DATE: 1/26/2005
SCALE: 1"=200'
CLIENT: TCR
JOB No: 30-100493
FILE: 493EX019

SHT 1 OF 1